

## ORDERS FOR SERVICE

### C15 General Order Information

C15.1 As the need for services become known, orders will be placed with the Contractors conforming to the Government's requirements for aircraft services.

C15.2 The Government does not guarantee the placement of any orders for use under this contract and is obligated only to the extent of authorized orders actually placed. The Contractor is not obligated to accept any order(s), but will be obligated to perform upon acceptance of an order.

C15.3 An individual order and/or aggregate of all orders is limited to a total of \$5.5 million for the base and option years.

### C16 Authorized Ordering Activities

C16.1 Orders for service may be placed only by offices authorized to place orders as defined herein. The Government utilizes a semi-formal ordering protocol, supported by the issuance of a resource order number, for fire and non-fire emergency incidents. Orders will normally be placed by an ordering official within a Federal Government Dispatch Office. Orders may be received from any of the following, but generally begins first with a:

- 1) Local federal dispatch office or individual with dispatch authority; then from a
- 2) Geographic Area Coordination Center (GACC) (a GACC is a focal point for coordinating the mobilization of resources for incidents throughout their Geographic Area); then from
- 3) National Interagency Coordination Center (NICC) located in Boise, Idaho.
- 4) Orders for non-fire (project) requirements may be placed by the Aviation Management, Flight Coordination Center (FCC) Specialists located in the Boise, Idaho and Atlanta, Georgia Regional Offices or the Contracting Officer at any time.

C16.1 Orders accepted by the Contractor from a source not identified herein, could result in nonpayment of service.

### C17 Orders for Services

C17.1 Awardees will be given a fair opportunity to be considered for orders placed under this contract using aircraft capability based upon individual mission factors, Contractor location and availability, satisfactory past performance, and estimated cost (to

include all anticipated cost factors; flight, mobilization and demobilization costs, extended standby, subsistence, etc.) for the Government's projected period of need. The Government's urgency in acquiring services may be the selection factor in emergency situations and override any other criteria identified above. **An order may be made orally or electronically, but must be confirmed in writing by a Government resource order/documentation indicating a funding source** and may include, but is not limited to the following type of information:

- Contract number
- Contractor name
- Resource/Order number
- Name and telephone number of Contractor representative accepting the order
- Point of hire location
- Ordered aircraft by FAA N-number
- Date(s) of need
- Flight point origin/destination
- Flight description
- Flight following arrangements
- Agency radio frequencies to be utilized
- Known flight hazards
- Estimated order cost

C17.2 **The Contractor is responsible for obtaining and including a copy of the record of order (resource order or order document with their invoice for payment.** The order needs to include sufficient information; 1) full name, 2) telephone number, 3) bureau, and 4) office location of the individual placing the order and 5) funding source. A copy of the Government completed resource order form is acceptable if it includes the above information. Invoices submitted for payment without this information may be returned to the Contractor for resubmission with the above information.

### C17.3 Payment Method / Order Type

An order under this contract may be placed using one of two different payment methods (**daily availability** and fixed flight rate or **project flight rate**) as discussed below. The selected method of calculating payment shall be established at the time the order is placed and be annotated on the resource/order record. The payment method may not be changed thereafter until the originating order is mutually closed out. This does not preclude the rehire of the original Contractor at a different payment method immediately upon mutual release from the originally hired method without the Contractor returning to the original point of hire. i.e. originally hired for ½ day project flight rate basis, but prior to returning to

originally hired location and being released, a new resource order is made to hire the same Contractor from the project location for fire on a daily availability basis. New order and invoice documents shall be initiated in these incidents. **A copy of the order record shall accompany invoices submitted for payment.**

**Definitions** This section uses the following definitions:

Wildland Fire Mission – an unplanned fire related event that requires flight service support (flight need would require an aircraft and/or pilot to have a fire carding approval, as applicable)

Planned Fire Mission – prescribed fire that requires flight service support (flight need would require an aircraft and/or pilot to have a fire carding approval, as applicable)

Non-Fire Mission – an activity that requires flight service support that does not require the aircraft and/or pilot to have a fire carding approval

One-Day – project use beginning and ending during any one calendar day

#### **C17.3.2 Daily Availability and fixed flight rate.**

Wildland Fire Missions of more than one-day's duration must be hired on a **daily availability and fixed flight rate** basis. Measurement and payment of availability, flight, and other pay items is as set forth under this contract under paragraph C25.

C17.3.3 The following missions may be hired under either the daily availability and fixed flight rate **OR** the project flight rate basis at the option of the Government.

Planned Fire Mission, Non-Fire Mission, and One-Day

C17.3.3.1 Orders placed and accepted on the basis of payment for daily availability and the fixed flight rate will be subject to C17.3.2 above.

#### **C17.3.4 Project flight rate.**

Orders placed and accepted on the basis of payment at the project flight rate are subject to **all** of the following:

a) Contractor accepts at the time of order the project flight rate and method of payment calculation.

b) Invoices are specifically annotated with the hired (the time the Contractor departs the hired location) and released (the time the Contractor arrives at its hired location, except for releases as provided in C24.2) date and time. Both the date and time must be included to properly calculate payment and the applicability of daily guarantee.

c) All additional pay items (i.e. EP, ET, SM, PD, etc) if incurred are paid according to the contract terms.

d) Flight time is paid at the offered project flight rate subject to the payment terms of C26 of the contract.

#### **C18 Point of Hire**

The point of hire shall be the Contractor's operating base identified in the Schedule of Items or the location of the aircraft as identified by the Contractor at the time of order (whichever is closer) and confirmed on the Government resource order/record documentation.

#### **C19 Government Cancellations**

C19.1 Cancellation of Orders by the Ordering Activity. The Government reserves the right to unilaterally cancel any order placed under this contract by providing the Contractor with a minimum of 24 hours written notice. The cancellation may be verbal, but must be confirmed in writing immediately with the Contractor with a copy being provided to the Contracting Officer by the most expeditious method (fax, e-mail, mail, etc.) available. Cancellations shall include a copy of the original Agency Resource/Order Number and documentation. Cancellations received by the Contractor not later than 24 hours prior to the Contractor's established reporting date and hour shall be at no cost to the Government.

C19.2 Cancellations that occur less than 24 hours prior to the date and hour set for reporting for services shall be paid in accordance with the following:

C19.2.1 Prior to Contractor departure to work location: one hour of flight time (only) at the specified contract flight rate. (No availability, subsistence or other miscellaneous items)

C19.2.2 After Contractor's departure to work location: Outbound and return flight time to the original point of hire. (No availability, subsistence, or other miscellaneous items not directly incurred as a result of actual flight time will be paid.)

C19.2.3 Claims for cancellation charges shall be submitted by the Contractor to the ordering office for written concurrence, along with a copy of the

cancellation notice. The ordering office will forward cancellation invoices to the payment office for processing.